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8 *Attorneys for Defendants*
9 CANNON COCHRAN MANAGEMENT SERVICES, INC.
10 and AMERICAN ZURICH INSURANCE COMPANY

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

JOSEPH CHRISTOPHER BARBOUR,
individually and on behalf of others similarly
situated,

Case No.

CLASS ACTION

**NOTICE OF REMOVAL OF CIVIL
ACTION TO THE UNITED STATES
DISTRICT COURT**

CANNON COCHRAN MANAGEMENT
SERVICES, INC., a Delaware corporation;
AMERICAN ZURICH INSURANCE
COMPANY, an Illinois corporation; and DOES 1
through 50, inclusive,

Defendants.

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT, NORTHERN**
 2 **DISTRICT OF CALIFORNIA:**

3 **PLEASE TAKE NOTICE** that pursuant to 28 U.S.C. § 1332(d), defendants CANNON
 4 COCHRAN MANAGEMENT SERVICES, INC. and AMERICAN ZURICH INSURANCE
 5 COMPANY (collectively “Defendants”) hereby remove this civil action from the Superior Court of
 6 the State of California for the County of Contra Costa to the United States District Court for the
 7 Northern District of California. In accordance with 28 U.S.C. § 1446(a), set forth below is a statement
 8 of the grounds for removal.

9 **I. FILING AND SERVICE OF THE COMPLAINT.**

10 1. On February 11, 2025, plaintiff JOSEPH CHRISTOPHER BARBOUR (“Plaintiff”)
 11 commenced an action in the Superior Court of the State of California for the County of Contra Costa,
 12 Case Number C25-00410, by filing a wage and hour class action Complaint entitled “JOSEPH
 13 CHRISTOPHER BARBOUR v. CANNON COCHRAN MANAGEMENT SERVICES, INC.; a
 14 Delaware Corporation; AMERICAN ZURICH INSURANCE COMPANY, an Illinois corporation;
 15 and DOES 1 through 50, inclusive.” (hereinafter “State Court Action.”)

16 2. On February 20, 2024, the registered agent for service of process – CT Corporation –
 17 for Defendant Cannon Cochran Management Services, Inc. (“CCMSI”) received a copy of the
 18 Plaintiff’s Summons and Complaint in the State Court Action. Attached as **Exhibit A** is a true and
 19 correct copy of the proof of service showing service of process on CCMSI.

20 3. On February 20, 2024, the registered agent for service of process – CSC – for
 21 Defendant American Zurich Insurance Company (“CCMSI”) received a copy of the Plaintiff’s
 22 Summons and Complaint in the State Court Action. Attached as **Exhibit B** is a true and correct copy
 23 of the proof of service showing service of process on American Zurich Insurance Company.

24 4. On Monday, March 24, 2024, Defendants CCMSI and American Zurich Insurance
 25 Company filed an Answer to the Complaint. Attached as **Exhibit C** are true and correct copies of the
 26 Summons and Complaint, Answer to Complaint and all other pleadings filed in the State Court
 27 Action.

28 5. All Defendants consent to removal of the State Court Action.

1 **II. REMOVAL IS PROPER BASED UPON THE CLASS ACTION FAIRNESS ACT.**2 6. The Class Action Fairness Act (“CAFA”) grants federal courts jurisdiction if (1) the
3 aggregate amount in controversy exceeds \$5,000,000, (2) there are at least 100 class members, and
4 (3) at least one plaintiff is diverse from any one defendant. 28 U.S.C. § 1332(d)(2).5 7. “The Eleventh Circuit found, and we agree, that ‘CAFA’s language favors federal
6 jurisdiction over class actions.’” *Benko v. Quality Loan Serv. Corp.*, 789 F.3d 1111, 1116 (9th Cir.
7 2015).8 **A. At Least One Plaintiff Is Diverse From Any One Defendant.**9 8. **Plaintiff’s Citizenship.** Defendants are informed and believe, and thereon allege, that
10 at the commencement of the State Court Action, and at all times relevant herein, Plaintiff was and is
11 a citizen of the State of Texas, residing in Smith County, Texas. (“Plaintiff JOSEPH CHRISTOPHER
12 BARBOUR is an individual residing in the County of Smith, State of Texas.” (Complaint, ¶ 6).13 9. **Citizenship of Defendant CCMSI.** At the commencement of the State Court Action,
14 and at all times relevant herein, Defendant CCMSI was not and is not a citizen of the State of
15 California, and its principal place of business is not in California. Plaintiff correctly alleges that
16 Defendant CCMSI is a Delaware corporation. (Complaint ¶ 7.) CCMSI’s principal place of business
17 is at 23 East Main Street Towne Center Building, Danville, Illinois 61832.18 10. **Citizenship of Defendant American Zurich Insurance Company.** At the
19 commencement of the State Court Action, and at all times relevant herein, Defendant American
20 Zurich Insurance Company was not and is not a citizen of the State of California, and its principal
21 place of business is not in California. Plaintiff correctly alleges that Defendant American Zurich
22 Insurance Company is an Illinois corporation. (Complaint ¶ 8.) Defendant American Zurich
23 Insurance Company’s principal place of business is 1299 Zurich Way, Schaumburg, Illinois 60196.24 11. Defendants CCMSI and American Zurich Insurance Company are not residents of
25 California for purposes of diversity of citizenship. *See, Hertz Corp. v. Friend*, 130 S. Ct. 1181, 1184-
26 1185 (2010).27 12. “For diversity purposes, a corporation is deemed to be a citizen of the state(s) in which
28 it was incorporated and in which the corporation has its principal place of business. 28 U.S.C. §

1 1332(c)(1). A corporation's principal place of business is defined as the place 'where a corporation's
 2 officers direct, control, and coordinate the corporation's activities,' i.e. 'the corporation's "nerve
 3 center.'" *Hertz Corp. v. Friend*, 559 U.S. 77, 92-93 (2010); *see also Harris v. Rand*, 682 F.3d 846,
 4 851 (9th Cir. 2012) ('[A] principal place of business "should normally be the place where the
 5 corporation maintains its headquarters—provided that the headquarters is the actual center of
 6 direction, control, and coordination...') (quoting *Hertz*, 559 U.S. at 92). *Sanchez v. Elevance Health
 7 Companies, Inc.*, No. 2:23-CV-05906-WLH-AS, 2023 WL 8235238, at *2 (C.D. Cal. Nov. 27, 2023)

8 13. Defendant CCMSI is now, and at all times mentioned in the Complaint was, a
 9 corporation registered in the State of Illinois with its principal office located at 2 East Main Street,
 10 Danville, Illinois 61832. (**Exhibit D.**) On December 22, 2024, Defendant CCMSI filed with the
 11 California Secretary of State its updated Statement of Information as a foreign corporation
 12 reaffirming its status as a Delaware Corporation with its principal executive office in Danville,
 13 Illinois. (**Exhibit D.**)

14 14. Defendant American Zurich Insurance Company is now, and at all times mentioned
 15 in the Complaint was, a corporation registered in the State of Illinois with its principal office located
 16 at Schaumburg Illinois. (**Exhibit E.**) On January 7, 2025, Defendant American Zurich Insurance
 17 Company filed with the California Secretary of State its updated Statement of Information as a
 18 foreign corporation reaffirming its status as an Illinois Corporation with its principal executive office
 19 in Schaumburg, Illinois. (**Exhibit E.**)

20 15. The Complaint also names Doe Defendants "1 through 50." (Complaint ¶ 9.) For
 21 purposes of removal, however, "the citizenship of defendants sued under fictitious names shall be
 22 disregarded." 28 U.S.C. § 1441(b)(1). Therefore, the inclusion of "Doe" defendants in the state court
 23 Complaint has no effect on removability. In determining whether diversity of citizenship exists, only
 24 the named defendants are considered. *See, Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690-691
 25 (9th Cir. 1998); *see also, Olive v. Gen. Nutrition Ctrs., Inc.*, No. 2:12-cv-04297-ODW, 2012 WL
 26 2006389, at *1 (C.D. Cal. June 5, 2012); *Marsikyan v. Porsche Cars N. Am., Inc.*, No. CV 11-09411
 27 SJO, 2012 WL 280585, at *2 (C.D. Cal. Jan. 30, 2012).

28 16. The minimal diversity requirement has been met.

1 **B. There Are Over 100 Potential Class Members**

2 17. Plaintiff defines the potential class to include “all current and former non-exempt
 3 employees and employees that were misclassified as exempt employees including, but not limited to,
 4 employees who worked in the position of workers’ compensation claims specialist that worked for
 5 Defendant within the State of California at any time commencing four (4) years preceding the filing
 6 of Plaintiff’s complaint up until the time that notice of the certified Class action is provided to the
 7 Class.” (Complaint, ¶ 13.)

8 18. CCMSI has offices and employees throughout the United States, including Alabama,
 9 Arkansas, Arizona, California, Colorado, Florida, Iowa, Illinois, Kansas, Kentucky, Louisiana,
 10 Massachusetts, Maine, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New Mexico,
 11 Nevada, Ohio, Oregon, Tennessee, and Texas. CCMSI has two offices in California, one in Concord
 12 and one in Irvine.

13 19. Plaintiff was never an employee of American Zurich Insurance Company. American
 14 Zurich Insurance Company has no employment documents relating to Plaintiff, including job
 15 applications or payroll records. Plaintiff has improperly named American Zurich Insurance
 16 Company. Accordingly, Defendant American Zurich Insurance Company will be taking immediate
 17 and early steps to seek dismissal of Plaintiff’s claims against American Zurich Insurance Company.

18 20. Although Plaintiff alleges that “the Class is estimated to be over fifty (50)
 19 individuals,” Defendants state that based upon the Plaintiff’s definition of the proposed class, there
 20 are over 100 persons who meet that definition. 28 U.S.C. § 1332(d)(5)(B).

21 **C. The Amount in Controversy Exceeds \$5,000,000.**

22 21. “[N]o antiremoval presumption attends cases invoking CAFA.” *Dart Cherokee Basin*
 23 *Operating Co., LLC v. Owens*, 574 U.S. 81, 135 S. Ct. 547, 554, 190 L.Ed.2d 495 (2014). Because
 24 some remnants of our former antiremoval presumption seem to persist, we reaffirm three principles
 25 that apply in CAFA removal cases. First, a removing defendant’s notice of removal ‘need not contain
 26 evidentiary submissions’ but only plausible allegations of the jurisdictional elements. *Ibarra v.*
 27 *Manheim Investments, Inc.*, 775 F.3d 1193, 1197 (9th Cir. 2015). Second, when a defendant’s
 28 allegations of removal jurisdiction are challenged, the defendant’s showing on the amount in

1 controversy may rely on reasonable assumptions. *See id.* at 1197–99. Third, when a statute or contract
 2 provides for the recovery of attorneys' fees, prospective attorneys' fees must be included in the
 3 assessment of the amount in controversy. *Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785,
 4 794 (9th Cir. 2018).” *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 922 (9th Cir. 2019).

5 22. CAFA confers jurisdiction to the United States district courts over class actions “in
 6 which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and
 7 costs[.]” 28 U.S.C. § 1332(d)(2). To determine whether the matter in controversy exceeds CAFA’s
 8 \$5,000,000 threshold, “the claims of the individual class members shall be aggregated[.]” 28 U.S.C.
 9 § 1332(d)(6).

10 23. The Ninth Circuit “has defined the amount in controversy as simply ‘the amount at
 11 stake in the underlying litigation’ *Theis Rsch., Inc. v. Brown & Bain*, 400 F.3d 659, 662 (9th Cir.
 12 2005). Importantly, that ‘[a]mount at stake does not mean likely or probable liability; rather, it refers
 13 to *possible* liability.’ *Greene v. Harley-Davidson, Inc.*, 965 F.3d 767, 772 (9th Cir. 2020) (emphasis
 14 added); *see also Lewis*, 627 F.3d at 400 (noting that the amount in controversy is ‘an estimate of the
 15 amount that will be put at issue in the course of the litigation’ (citing *McPhail v. Deere & Co.*, 529
 16 F.3d 947, 956 (10th Cir. 2008))).” *Jauregui v. Roadrunner Transportation Servs., Inc.*, 28 F.4th 989,
 17 994 (9th Cir. 2022).

18 24. Plaintiff does not allege an amount in controversy. Plaintiff alleges only that “the
 19 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the
 20 Superior Court.” (Complaint, ¶ 2.) Therefore, the only reference in the Complaint to an amount of
 21 damages is the \$35,000 which a claim must exceed to meet the subject matter jurisdiction required
 22 to file an unlimited civil action in the Superior Court of California.

23 25. Plaintiff alleges that he and the members of the class have been damaged by virtue of
 24 CCMSI’s failure to pay overtime, provide meal and rest periods, failure to pay the minimum wage,
 25 failure to timely pay wages, failure to pay wages during employment, failure to provide accurate
 26 wage statements, failure to pay accrued vacation benefits, and the derivative unfair competition claim
 27 under Business & Professions Code section 17200.

28

1 26. Plaintiff alleges that every member of the putative class suffered the foregoing
 2 damages for every “time period involved in this case.” (Complaint, ¶s 24 through 43.) Plaintiff’s
 3 statutory claims for unpaid wages and penalties looks back three years and his claim for unpaid wages
 4 can reach back one more year (for a total of four years). Defendants vigorously dispute Plaintiff’s
 5 claims of liability, and nothing in this Notice should be construed as an admission against
 6 Defendants.

7 27. Moreover, Plaintiff seeks attorney’s fees. (Complaint, ¶s 53, 77, 101 and Prayer for
 8 Relief ¶s 8, 15, 27, 45, and 50.) If attorneys’ fees are sought by Plaintiff, the fee claim would be
 9 included in determining the amount in controversy. *Goldberg v. CPC Int’l, Inc.*, 678 F.2d 1365 (9th
 10 Cir. 1982), cert. denied 495 U.S. 945 (1982); see also, *Rippee, supra.*, 408 F. Supp. 2d at 984.

11 28. In this case, considering Plaintiff’s claims for unpaid wages and penalties for a class
 12 of more than 100 persons, together with a demand for attorney’s fees, it is facially apparent from
 13 Plaintiff’s Complaint that, in the aggregate, Plaintiff’s claims plausibly that the “amount at stake”
 14 exceeds \$5,000,000.

15 23. Accordingly, the United States District Court for the Northern District of California has
 16 original jurisdiction under 28 U.S.C. Section 1332(d).

17 **III. THIS NOTICE OF REMOVAL IS TIMELY AND PROPERLY FILED.**

18 24. The filing of this Notice of Removal is filed within the time period required under 28
 19 U.S.C. § 1446(a) as it was filed within 30 days after service of process on Defendants.

20 25. Defendant will give written notice of the filing of this Notice of Removal to all adverse
 21 parties as required by 28 U.S.C. § 1446(d) and will file a copy of this Notice of Removal with the
 22 Superior Court of California, Contra Costa County, as further required by that Section.

23 26. Venue is proper in this Court because the action is being removed from the Superior Court
 24 in the County of Contra Costa, and because Plaintiff alleges that the conduct which gives rise to his
 25 class action Complaint took place in Contra Costa County, California. (Complaint ¶ 10.)

26 27. The undersigned counsel for Defendants has read the foregoing and signs the Notice of
 27 Removal pursuant to Rule 11 of the Federal Rules of Civil Procedure, as required by 28 U.S.C. §
 28 1446(a).

1 28. WHEREFORE, Defendants CANNON COCHRAN MANAGEMENT SERVICES, INC.
2 and AMERICAN ZURICH INSURANCE COMPANY, pray that the above action now pending
3 against it in the Contra Costa County Superior Court be removed to this Court.

4 ||| Respectfully submitted,

5 DATED: March 24, 2025 **GARRELL COHON KENNEDY, LLP**

By: Jeffrey M. Cohon
JEFFREY M. COHON
Attorneys for Defendants
CANNON COCHRAN MANAGEMENT
SERVICES, INC. and AMERICAN ZURICH
INSURANCE COMPANY

EXHIBIT A

Brendan Joseph Burton (SBN 323495)

Protection Law Group

149 Sheldon St El Segundo, CA 902453916

TELEPHONE NO.: (844) 294-3095 | FAX NO. | E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): Plaintiff: JOSEPH CHRISTOPHER BARBOUR**CONTRA COSTA SUPERIOR COURT**

STREET ADDRESS: 725 COURT STREET

MAILING ADDRESS:

CITY AND ZIP CODE: MARTINEZ, CA 94553

BRANCH NAME:

PLAINTIFF: JOSEPH CHRISTOPHER BARBOUR

DEFENDANT: CANNON COCHRAN MANAGEMENT SERVICES, INC., et al.

Electronically Filed by
Superior Court of California
County of Contra Costa
2/21/2025 8:56 AM
By: A. Stewart, Deputy**PROOF OF SERVICE OF SUMMONS**CASE NUMBER:
C25-00410Ref. No. or File No.:
Barbour v Cannon (180832)

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of:

- a. Summons
- b. Complaint
- c. Alternative Dispute Resolution (ADR) package
- d. Civil Case Cover Sheet (*served in complex cases only*)
- e. Cross-complaint
- f. other (*specify documents*): PLAINTIFF JOSEPH CHRISTOPHER BARBOUR'S NOTICE OF POSTING JURY FEES; NOTICE OF ASSIGNMENT TO DEPARTMENT 39 FOR CASE MANAGEMENT DETERMINATION; BLANK CASE MANAGEMENT STATEMENT

3. a. Party served (*specify name of party as shown on documents served*):**CANNON COCHRAN MANAGEMENT SERVICES, INC., a Delaware corporation**b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (*specify name and relationship to the party named in item 3a*):**Jackie M. on behalf of C T CORPORATION SYSTEM - AGENT FOR SERVICE OF PROCESS**4. Address where the party was served: **330 N Brand Blvd Ste 700
Glendale, CA 91203-2336**5. I served the party (*check proper box*)a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **2/20/2025** (2) at (time): **11:30 AM****Age: 31 Weight: 170 Hair: Black Sex: Female Height: 5'6" Eyes: Brown Race: Hispanic**b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (*name and title or relationship to person indicated in item 3b*):

- (1) (**business**) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him of her of the general nature of the papers.
- (2) (**home**) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
- (3) (**physical address unknown**) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him of her of the general nature of the papers.
- (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): **or** a declaration of mailing is attached.
- (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

RESPONDENT: CANNON COCHRAN MANAGEMENT SERVICES, INC., et al.

c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

(1) on (date): (2) from (city):

(3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgement of Receipt.) (Code Civ. Proc., § 415.30.)

(4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. **by other means** (specify means of service and authorizing code section):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

a. as an individual defendant.

b. as the person sued under the fictitious name of (specify):

c. as occupant.

d. On behalf of: **CANNON COCHRAN MANAGEMENT SERVICES, INC., a Delaware corporation** under the following Code of Civil Procedure section:

<input checked="" type="checkbox"/> 416.10 (corporation)	<input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock company/association)	<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
	<input type="checkbox"/> other:

7. Person who served papers

a. Name: **Roberto Ascorra - Steno Agency, Inc.**

b. Address: **315 West 9th Street Los Angeles, CA 90015**

c. Telephone number: **(213) 516-4166**

d. The fee for service was: \$

e. I am:

(1) not a registered California process server.
 (2) exempt from registration under Business and Professions Code section 22350(b).
 (3) registered California process server:
 (i) owner employee independent contractor.
 (ii) Registration No.: **2023001643**
 (iii) County: **Los Angeles**

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **2/20/2025**

Steno Agency, Inc.
315 West 9th Street
Los Angeles, CA 90015
(213) 516-4166
www.steno.com



Roberto Ascorra

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

EXHIBIT B

Brendan Joseph Burton (SBN 323495)

Protection Law Group

149 Sheldon St El Segundo, CA 902453916

TELEPHONE NO.: (844) 294-3095 | FAX NO. | E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): Plaintiff: JOSEPH CHRISTOPHER BARBOUR**CONTRA COSTA SUPERIOR COURT**

STREET ADDRESS: 725 COURT STREET

MAILING ADDRESS:

CITY AND ZIP CODE: MARTINEZ, CA 94553

BRANCH NAME:

Electronically Filed by
Superior Court of California
County of Contra Costa
2/21/2025 2:57 PM
By: A. Stewart, Deputy

PLAINTIFF: JOSEPH CHRISTOPHER BARBOUR

CASE NUMBER:

DEFENDANT: CANNON COCHRAN MANAGEMENT SERVICES, INC., et al.

C25-00410

PROOF OF SERVICE OF SUMMONSRef. No. or File No.:
Barbour v Cannon (180832)

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of:

- a. Summons
- b. Complaint
- c. Alternative Dispute Resolution (ADR) package
- d. Civil Case Cover Sheet (*served in complex cases only*)
- e. Cross-complaint
- f. other (*specify documents*): PLAINTIFF JOSEPH CHRISTOPHER BARBOUR'S NOTICE OF POSTING JURY FEES; NOTICE OF ASSIGNMENT TO DEPARTMENT 39 FOR CASE MANAGEMENT DETERMINATION; BLANK CASE MANAGEMENT STATEMENT

3. a. Party served (*specify name of party as shown on documents served*):**AMERICAN ZURICH INSURANCE COMPANY, an Illinois corporation**

- b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (*specify name and relationship to the party named in item 3a*):

CRYSTAL COLLINS ON BEHALF OF CSC - LAWYERS INCORPORATING SERVICE - AGENT FOR SERVICE OF PROCESS4. Address where the party was served: **2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833-3502**5. I served the party (*check proper box*)

- a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (*date*): **2/20/2025** (2) at (*time*): **1:56 PM**

Age: 31-35 Weight: 141-160 Hair: BLACK Sex: Female Height: 5'1-5'6 Eyes: Race: LATINO

- b. **by substituted service.** On (*date*): at (*time*): I left the documents listed in item 2 with or in the presence of (*name and title or relationship to person indicated in item 3b*):

- (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him of her of the general nature of the papers.
- (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
- (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him of her of the general nature of the papers.
- (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (*date*): from (*city*): **or** a declaration of mailing is attached.
- (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

RESPONDENT: CANNON COCHRAN MANAGEMENT SERVICES, INC., et al.

c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

(1) on (date): (2) from (city):

(3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgement of Receipt.) (Code Civ. Proc., § 415.30.)

(4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. **by other means** (specify means of service and authorizing code section):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

a. as an individual defendant.

b. as the person sued under the fictitious name of (specify):

c. as occupant.

d. On behalf of: **AMERICAN ZURICH INSURANCE COMPANY, an Illinois corporation** under the following Code of Civil Procedure section:

<input checked="" type="checkbox"/> 416.10 (corporation)	<input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock company/association)	<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
	<input type="checkbox"/> other:

7. Person who served papers

a. Name: **Ritong Kylee lechad - Steno Agency, Inc.**

b. Address: **315 West 9th Street Los Angeles, CA 90015**

c. Telephone number: **(213) 516-4166**

d. The fee for service was: \$

e. I am:

(1) not a registered California process server.
 (2) exempt from registration under Business and Professions Code section 22350(b).
 (3) registered California process server:
 (i) owner employee independent contractor.
 (ii) Registration No.: **150**
 (iii) County: **Sutter**

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **2/21/2025**

Steno Agency, Inc.
315 West 9th Street
Los Angeles, CA 90015
(213) 516-4166
www.steno.com



Ritong Kylee lechad

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

Ritong Kylee lechad

EXHIBIT C

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CANNON COCHRAN MANAGEMENT SERVICES, INC., a Delaware corporation; Additional Parties Attachment for is attached.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JOSEPH CHRISTOPHER BARBOUR, individually and on behalf of others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of Contra Costa County

CASE NUMBER:
(Número del Caso): **C25-00410**

Wakefield Taylor Courthouse
725 Court Street, Martinez, CA 94553

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Brendan J. Burton Protection Law Group, LLP, 149 Sheldon Street, El Segundo, CA 90245; (424) 290-3095

/s/ C. Jacala

, Deputy
(Adjunto)

DATE: **2/11/2025 11:35 AM**

Clerk, by _____
(Secretario) _____

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):



SHORT TITLE: Joseph Christopher Barbour v. Cannon Cochran Management Service, INC, et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

→ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
 → If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

AMERICAN ZURICH INSURANCE COMPANY, an Illinois corporation; and DOES 1 through 50, inclusive,

1 BRENDA J. BURTON, SBN 323495
brendan@protectionlawgroup.com
2 SHADI SAHEBGHALAM, SBN 343403
shadi@protectionlawgroup.com
3 **PROTECTION LAW GROUP, LLP**
4 149 Sheldon Street
5 El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

6 *Attorneys for Plaintiff*
7 JOSEPH CHRISTOPHER BARBOUR

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF CONTRA COSTA**

10 JOSEPH CHRISTOPHER BARBOUR,
11 individually and on behalf of others similarly
situuated,

12 Plaintiff,

13 vs.

14 CANNON COCHRAN MANAGEMENT
15 SERVICES, INC., a Delaware corporation;
16 AMERICAN ZURICH INSURANCE
COMPANY, an Illinois corporation; and
17 DOES 1 through 50, inclusive,

18 Defendants.

19 Case No.: C25-00410

20 **CLASS ACTION COMPLAINT**

21 **DEMAND FOR TRIAL BY JURY**

- 22 (1) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Unpaid Meal Period
Premiums)
- (3) Violation of Cal. Labor Code § 226.7
(Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194,
1197, and 1197.1 (Unpaid Minimum
Wages)
- (5) Violation of Cal. Labor Code §§ 201,
202, and 203 (Final Wages Not
Timely Paid)
- (6) Violation of Cal. Labor Code §§ 204
and 210 (Wages Not Timely Paid
During Employment)
- (7) Violation of Cal. Labor Code § 226(a)
(Failure to Provide Accurate Wage
Statements)
- (8) Violation of Cal. Labor Code § 227.3
(Failure to Pay Accrued Vacation)
- (9) Violation of Cal. Business &
Professions Code § 17200, et seq.

1 Plaintiff JOSEPH CHRISTOPHER BARBOUR (“Plaintiff”), individually and on behalf
 2 of other members of the general public similarly situated, based upon facts that either have
 3 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
 4 further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this Action against Defendants CANNON COCHRAN
 7 MANAGEMENT SERVICES, INC., AMERICAN ZURICH INSURANCE COMPANY and
 8 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for California
 9 Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’
 10 failure to pay overtime compensation, failure to provide meal periods, failure to authorize and
 11 permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide
 12 accurate wage statements, failure to maintain accurate time and payroll records, and failure to pay
 13 accrued but unused vacation time.

14 2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on
 15 behalf of himself and similarly situated current and former employees of Defendants (hereinafter
 16 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
 17 13, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
 18 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
 19 and will be established according to proof at trial.

20 3. The Court has jurisdiction over this Action pursuant to the California Constitution,
 21 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
 22 except those given by statute to other courts. The statutes under which this Action is brought do
 23 not specify any other basis for jurisdiction.

24 4. This Court has jurisdiction over Defendants because, upon information and belief,
 25 Defendants are citizens of California, have sufficient minimum contacts in California, or
 26 otherwise intentionally avail themselves of the California market so as to render the exercise of
 27 jurisdiction over them by the California courts consistent with traditional notions of fair play and
 28

1 substantial justice.

2 5. Venue is proper in this Court because, upon information and belief, Defendants
3 maintain offices, have agents, and/or transact business in the State of California, County of Contra
4 Costa.

5 **PARTIES**

6 6. Plaintiff JOSEPH CHRISTOPHER BARBOUR is an individual residing in the
7 County of Smith, State of Texas.

8 7. Defendant CANNON COCHRAN MANAGEMENT SERVICES, INC. is, and at
9 all times herein mentioned was, a corporation organized and existing under the laws of the State
10 of Delaware and registered to do business in the State of California.

11 8. Defendant AMERICAN ZURICH INSURANCE COMPANY is, and at all times
12 herein mentioned was, a corporation organized and existing under the laws of the State of Illinois
13 and registered to do business in the State of California.

14 9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
15 and therefore sues these defendants by such fictitious names. The Doe defendants may be
16 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
17 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
18 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
19 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
20 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
21 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
22 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
23 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
24 were proximately caused by its conduct. CANNON COCHRAN MANAGEMENT SERVICES,
25 INC., AMERICAN ZURICH INSURANCE COMPANY and Doe Defendants 1 through 50 are
26 collectively referred to herein as "Defendants".

27 10. Defendants are, and at all times herein mentioned were, (a) conducting business
28

1 in the County of Contra Costa, State of California, and (b) the employer of Plaintiff consistent
 2 with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage
 3 Orders”).

4 11. Plaintiff further alleges that Defendants, directly or indirectly controlled or
 5 affected the working conditions, wages, working hours, and conditions of employment of Plaintiff
 6 and the Class so as to make each of said Defendants employers and employers jointly liable under
 7 the statutory provisions set forth herein.

8 **CLASS ACTION ALLEGATIONS**

9 12. Plaintiff brings the First through Ninth Causes of Action as a class action on his
 10 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
 11 seeks class certification under Code of Civil Procedure section 382.

12 13. The proposed class is defined as follows: All current and former non-exempt
 13 employees and employees that were misclassified as exempt employees including, but not limited
 14 to, employees who worked in the position of workers' compensation claims specialist that
 15 worked for Defendant within the state of California at any time commencing four (4) years
 16 preceding the filing of Plaintiff's complaint up until the time that notice of the certified Class
 17 action is provided to the Class (hereinafter referred to as the “Class” or “Class Members”).

18 14. Plaintiff reserves the right to establish other subclasses as appropriate.

19 15. The Class is ascertainable and there is a well-defined community of interest in the
 20 litigation:

21 a. Numerosity: The Class Members are so numerous that joinder of all Class
 22 Members is impracticable. The membership of the entire Class is unknown to
 23 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
 24 individuals and the identity of such membership is readily ascertainable by
 25 inspection of Defendants' employment records.

26 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
 27 herein. Plaintiff will fairly and adequately protect the interests of the other Class

1 Members with whom he has a well-defined community of interest.

2 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
3 Member, with whom he has a well-defined community of interest and typicality
4 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
5 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
6 versed in the rules governing class action discovery, certification, and settlement.
7 Plaintiff has incurred, and during the pendency of this Action will continue to
8 incur, costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of each Class
10 Member.

11 d. Superiority: A class action is superior to other available methods for the fair and
12 efficient adjudication of this litigation because individual joinder of all Class
13 Members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class action will
15 advance public policy objectives. Employers of this great state violate
16 employment and labor laws every day. Current employees are often afraid to
17 assert their rights out of fear of direct or indirect retaliation. However, class
18 actions provide the Class Members who are not named in the complaint
19 anonymity that allows for the vindication of their rights.

20 16. There are common questions of law and fact as to the Class that predominate over
21 questions affecting only individual members. The following common questions of law or fact,
22 among others, exist as to the members of the Class:

23 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
24 accordance with the California Labor Code was willful;

25 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff
26 and the other Class Members for all hours worked, and missed, short, late, or
27 interrupted meal periods and rest breaks in violation of California law;

- 1 c. Whether Defendants required Plaintiff and the other Class Members to work more
- 2 than eight (8) hours per day and/or more than forty (40) hours per week and failed
- 3 to pay the legally required overtime compensation to Plaintiff and the other Class
- 4 Members;
- 5 d. Whether Defendants deprived Plaintiff and the other Class Members of meal
- 6 and/or rest periods or required Plaintiff and the other Class Members to work
- 7 during meal and/or rest periods without compensation;
- 8 e. Whether Defendants failed to pay meal period premium wages to Class Members
- 9 when they were not provided with a legally compliant meal period;
- 10 f. Whether Defendants failed to pay rest period premium wages to Class Members
- 11 when they were not authorized and permitted to take legally compliant rest
- 12 periods;
- 13 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
- 14 Members for all hours worked;
- 15 h. Whether Defendants failed to pay Plaintiff and the other Class Members the
- 16 required minimum wage pursuant to California law;
- 17 i. Whether Defendants failed to pay Plaintiff and the other Class Members proper
- 18 overtime compensation pursuant to California law;
- 19 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
- 20 Members within the time required upon their discharge or resignation from
- 21 employment;
- 22 k. Whether Defendants failed to pay accrued and unused vacation time in violation
- 23 of Labor Code section 227.3;
- 24 l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
- 25 Class Members during their employment;
- 26 m. Whether Defendants complied with wage reporting as required by the California
- 27 Labor Code, including section 226;

- 1 n. Whether Defendants' conduct was with malice, fraud, or oppression;
- 2 o. Whether Defendants' conduct was willful or reckless;
- 3 p. Whether Defendants engaged in unfair business practices in violation of
- 4 California Business & Professions Code section 17200, *et seq.* based on their
- 5 improper withholding of compensation and deduction of wages;
- 6 q. The appropriate amount of damages, restitution, and/or monetary penalties
- 7 resulting from Defendants' violation of California law; and
- 8 r. Whether Plaintiff and the other Class Members are entitled to compensatory
- 9 damages pursuant to the California Labor Code.

10 **GENERAL ALLEGATIONS**

11 17. Defendant CANNON COCHRAN MANAGEMENT SERVICES, INC. is a third-
12 party claims administrator and staffing agency providing workers' compensation claims
13 management services.

14 18. Defendant AMERICAN ZURICH INSURANCE COMPANY is an insurance
15 company providing workers' compensation insurance coverage and related services.

16 19. Defendants employed Plaintiff to work as a workers' compensation claims
17 specialist from approximately June 17, 2024 to approximately November 22, 2024.

18 20. At all relevant times set forth herein, Defendants employed Plaintiff and the Class
19 as salaried or exempt employees.

20 21. Throughout the time period involved in this case, Defendants had the authority to
21 hire and terminate Plaintiff and the Class; to directly or indirectly control work rules, working
22 conditions, wages, working hours, and conditions of employment of Plaintiff and the Class; and
23 to hire and terminate the employment of Plaintiff and the Class.

24 22. At all times herein mentioned, Defendants were subject to the Labor Code of the
25 State of California and the applicable Industrial Welfare Commission Orders.

26 23. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
27 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt

1 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
2 Plaintiff and the Class to work off-the-clock without compensation, thereby failing to pay them
3 for all hours worked, including minimum and overtime wages. Defendants also implemented time
4 rounding practices that resulted in the systematic underpayment of wages to Plaintiff and the
5 Class, including minimum and overtime wages. Defendants also implemented policies that
6 prohibited Plaintiff and the Class from accurately recording the actual time worked, resulting in
7 a failure to pay Plaintiff and the Class all wages owed. In addition, Defendants routinely failed to
8 permit Plaintiff and the Class to take timely and duty-free meal periods and rest periods in
9 violation of California law. Defendants also failed to pay wages owed for accrued vacation time
10 upon termination of employment.

11 24. Throughout the time period involved in this case, Defendants have implemented
12 policies and practices which failed to provide Plaintiff and the Class with timely and duty-free
13 meal periods. Defendants routinely failed to relieve Plaintiff and the Class of all duties during
14 their meal periods, regularly failed to relinquish control over Plaintiff and the Class during their
15 meal periods, regularly failed to permit Plaintiff and the Class a reasonable opportunity to take
16 their meal periods, and regularly impeded or discouraged Plaintiff and the Class from taking thirty
17 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or
18 from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of
19 work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate
20 records of meal periods taken by Plaintiff and the Class.

21 25. Throughout the time period involved in this case, Defendants did not adequately
22 inform Plaintiff and the Class of their right to take meal periods under California law. Moreover,
23 Defendants systematically disregarded their own written policies regarding the provision and
24 timing of meal periods for Plaintiff and the Class. Instead, Defendants' actual policy and practice
25 was to schedule Plaintiff and the Class in a way that prohibited them from taking timely and duty-
26 free meal periods, and to require Plaintiff and the Class to work through their meal periods, for
27 which they were not compensated.

1 26. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
2 and the Class premium wages for meal periods that were missed, late, interrupted, or shortened
3 in violation of California law. Defendants knew or should have known that Plaintiff and the Class
4 were entitled to receive all meal periods or payment of one additional hour of pay at their regular
5 rate of pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this
6 knowledge, Defendants routinely failed to provide legally compliant meal periods to Plaintiff and
7 the Class, and routinely failed to pay one additional hour of pay to Plaintiff and the Class at their
8 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

9 27. Throughout the time period involved in this case, Defendants have implemented
10 policies and practices which prohibited Plaintiff and the Class from taking timely and duty-free
11 rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff and the Class
12 to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to
13 six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to
14 ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest
15 breaks in the middle of each work period.

16 28. Throughout the time period involved in this case, Defendants did not adequately
17 inform Plaintiff and the Class of their right to take rest periods under California law. Moreover,
18 Defendants systematically disregarded their own written policies regarding the provision and
19 timing of rest periods for Plaintiff and the Class. Instead, Defendants' actual policy and practice
20 was to schedule Plaintiff and the Class in a way that regularly prohibited them from taking timely
21 and duty-free rest periods, and to regularly require Plaintiff and the Class to work through their
22 rest periods.

23 29. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
24 and the Class premium wages for rest periods that were missed, late, interrupted, or shortened in
25 violation of California law. Defendants knew or should have known that Plaintiff and the Class
26 were entitled to receive all rest periods or payment of one additional hour of pay at their regular
27 rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this
28

1 knowledge, Defendants routinely failed to authorize and permit Plaintiff and the Class to take
2 duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff and the Class at
3 their regular rate of pay when a rest period was missed, short, late, and/or interrupted.

4 30. Throughout the time period involved in this case, Defendants regularly required
5 Plaintiff and the Class to perform work off-the-clock. Although Defendants prohibited overtime,
6 Defendants still regularly required that Plaintiff and the Class complete all of their assigned
7 duties. To do so, Plaintiff and the Class were regularly required to perform work off-the-clock for
8 which they were not compensated.

9 31. Throughout the time period involved in this case, Defendants employed a time
10 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
11 ensuring that Plaintiff and the Class were oftentimes not paid for all time worked.

12 32. Throughout the time period involved in this case, Defendants implemented
13 policies that prohibited Plaintiff and the Class from accurately recording the actual time worked,
14 resulting in a failure to pay Plaintiff and the Class all wages owed.

15 33. Throughout the time period involved in this case, Plaintiff and the Class worked
16 more than eight (8) hours in a day, and/or forty (40) hours in a week.

17 34. Throughout the time period involved in this case, Defendants regularly failed to
18 pay all overtime compensation owed to Plaintiff and the Class when they worked in excess of
19 eight (8) hours in a single workday and/or forty (40) hours in a single work week, or in excess of
20 twelve (12) hours in a single workday and/or eighty (80) hours in a single work week. Defendants
21 knew or should have known that Plaintiff and the Class were entitled to receive certain wages for
22 overtime compensation and that they were not receiving wages for overtime compensation.

23 35. Throughout the time period involved in this case, Defendants failed to pay
24 overtime to Plaintiff and the Class for all overtime hours worked based on regular rates of pay
25 correctly calculated to include all applicable remuneration.

26 36. Throughout the time period involved in this case, Defendants regularly failed to
27 pay Plaintiff and the Class at least minimum wages for all hours worked. Defendants knew or
28

1 should have known that Plaintiff and the Class were entitled to receive at least minimum wages
2 for all hours worked and that they were not receiving at least minimum wages for all hours
3 worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff
4 and the Class at the required minimum wage pursuant to California law, requiring Plaintiff and
5 the Class to perform work off-the-clock, implementing time rounding policies that resulted in the
6 systematic underpayment of wages to Plaintiff and the Class.

7 37. Throughout the time period involved in this case, Defendants regularly failed to
8 pay Plaintiff and the Class all wages owed to them upon discharge or resignation. Defendants
9 knew or should have known that Plaintiff and the Class were entitled to receive all wages owed
10 to them upon termination within the time permissible under California Labor Code section 202.
11 Plaintiff and the Class did not receive payment of all final wages owed to them upon discharge
12 or resignation, including overtime compensation and minimum wages within any time
13 permissible under California Labor Code section 202.

14 38. Throughout the time period involved in this case, Defendants regularly failed to
15 pay Plaintiff and the Class all wages within any time permissible under California law, including,
16 *inter alia*, California Labor Code section 204. Defendants knew or should have known that
17 Plaintiff and the Class were entitled to receive all wages owed to them during their employment.
18 Plaintiff and the Class did not receive payment of all wages, including overtime compensation,
19 minimum wages, meal and rest period premiums, and vested by unused vacation time.

20 39. Throughout the time period involved in this case, Defendants regularly failed to
21 provide complete or accurate wage statements to Plaintiff and the Class. Defendants knew or
22 should have known that Plaintiff and the Class were entitled to receive complete and accurate
23 wage statements in accordance with California law, but, in fact, they did not receive complete and
24 accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to
25 include the total number of hours worked, the actual gross wages earned, and the correct rates of
26 pay.

27 40. Throughout the time period involved in this case, Defendants regularly failed to
28

keep complete or accurate payroll records for Plaintiff and the Class. Defendants knew or should have known that Defendants were required to keep complete and accurate payroll records for Plaintiff and the Class in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

41. Throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to Plaintiff's, the Class's work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

42. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff and the Class for vested but unused vacation time. Defendants knew or should have known that Plaintiff, the Class, and Aggrieved Employees were entitled to receive all wages owed to them upon termination, including vested and unused vacation time. Plaintiff, the Class, and Aggrieved Employees did not receive payment of all final wages owed to them upon discharge or resignation, including vested and unused vacation time.

43. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff and the Class pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Class that they paid all wages owed to them, all in order to increase Defendants' profits.

44. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against All Defendants)

45. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

46. California Labor Code section 1198 and the applicable Industrial Welfare

1 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
2 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
3 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

4 47. Specifically, the applicable IWC Wage Order provides that Defendants are and
5 were required to pay Plaintiff and the other Class Members employed by Defendants, and working
6 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of
7 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
8 (40) hours in a workweek.

9 48. The applicable IWC Wage Order further provides that Defendants are and were
10 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
11 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
12 in excess of eight (8) hours on the seventh day of work in a workweek.

13 49. California Labor Code section 510 codifies the right to overtime compensation at
14 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
15 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
16 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
17 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

18 50. During the relevant time period, Plaintiff and the other Class Members regularly
19 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

20 51. During the relevant time period, Defendants intentionally and willfully failed to
21 pay overtime wages owed to Plaintiff and the other Class Members.

22 52. Defendants’ failure to pay Plaintiff and the other Class Members the unpaid
23 balance of overtime compensation, as required by California laws, violates the provisions of
24 California Labor Code sections 510 and 1198, and is therefore unlawful.

25 53. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
26 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
27 attorneys’ fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against All Defendants)

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

55. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

56. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

57. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

58. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

59. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

60. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time in excess of ten (10) hours were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

61. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

62. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

63. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

64. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

65. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

66. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other Class Members' employment by Defendants.

67. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable

1 order of the California IWC.

2 68. At all relevant times, the applicable IWC Wage Order provides that “[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period” and that the “rest period time shall be
5 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
6 hours or major fraction thereof unless the total daily work time is less than three and one-half
7 (3.5) hours.”

8 69. During the relevant time period, Defendants required Plaintiff and other Class
9 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
10 period per each four (4) hour period worked.

11 70. During the relevant time period, Defendants willfully required Plaintiff and the
12 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
13 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
14 Members to take uninterrupted, duty-free rest breaks.

15 71. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
17 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
18 other Class Members from taking uninterrupted rest periods.

19 72. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
20 Code section 226.7.

21 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each workday
24 that the rest period was not provided.

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FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against All Defendants)

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

75. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

76. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

77. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

78. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203)

(Against All Defendants)

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

80. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his

1 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
 2 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
 3 the employee is entitled to his or her wages at the time of quitting.

4 81. During the relevant time period, the employment of Plaintiff and many other Class
 5 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
 6 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
 7 employed by Defendants all of their wages, earned and unpaid, including but not limited to
 8 minimum wages, straight time wages, overtime wages, and vested but unused vacation time,
 9 within seventy-two (72) hours of their leaving Defendants' employ.

10 82. Defendants' failure to pay Plaintiff and other Class Members who are no longer
 11 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
 12 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

13 83. California Labor Code section 203 provides that if an employer willfully fails to
 14 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
 15 continue as a penalty from the due date thereof at the same rate until paid or until an action is
 16 commenced; but the wages shall not continue for more than thirty (30) days.

17 84. Plaintiff and other Class Members who are no longer employed by Defendants are
 18 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,
 19 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 204 and 210)**

22 **(Against All Defendants)**

23 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
 24 every allegation set forth above.

25 86. At all times herein set forth, California Labor Code section 204 provides that all
 26 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
 27 calendar month, other than those wages due upon termination of an employee, are due and payable

1 between the 16th and 26th day of the month during which the labor was performed.

2 87. At all times herein set forth, California Labor Code section 204 provides that all
3 wages earned by any person in any employment between the 16th and the last day, inclusive, of
4 any calendar month, other than those wages due upon termination of an employee, are due and
5 payable between the 1st and the 10th day of the following month.

6 88. At all times herein set forth, California Labor Code section 204 provides that all
7 wages earned for labor in excess of the normal work period shall be paid no later than the payday
8 for the next regular payroll period.

9 89. During the relevant time period, Defendants intentionally and willfully failed to
10 pay Plaintiff and other Class Members all wages due to them, within any time period permissible
11 under California Labor Code section 204.

12 90. Plaintiff and other Class Members are entitled to recover all available remedies for
13 Defendants' violations of California Labor Code section 204, including statutory penalties
14 pursuant to Labor Code section 210(b).

15 **SEVENTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 226(a))**

17 **(Against All Defendants)**

18 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
19 every allegation set forth above.

20 92. At all material times set forth herein, California Labor Code section 226(a)
21 provides that every employer shall furnish each of his or her employees an accurate itemized
22 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
23 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
24 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
25 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
26 of the period for which the employee is paid, (7) the name of the employee and his or her social
27 security number, (8) the name and address of the legal entity that is the employer, and (9) all
28

1 applicable hourly rates in effect during the pay period and the corresponding number of hours
 2 worked at each hourly rate by the employee. The deductions made from payments of wages shall
 3 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
 4 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
 5 least three years at the place of employment or at a central location within the State of California.

6 93. Defendants have intentionally and willfully failed to provide Plaintiff and the
 7 Class with complete and accurate wage statements. The deficiencies include, but are not limited
 8 to, the failure list the total number of hours worked, the actual gross wages earned, and the correct
 9 rates of pay.

10 94. Because of Defendants' violation of California Labor Code section 226(a),
 11 Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

12 95. More specifically, Plaintiff and the Class have been injured by Defendants'
 13 intentional and willful violation of California Labor Code section 226(a) because they were
 14 denied both their legal right to receive, and their protected interest in receiving, accurate and
 15 itemized wage statements pursuant to California Labor Code section 226(a).

16 96. Plaintiff and the Class are entitled to recover from Defendants the greater of their
 17 actual damages caused by Defendants' failure to comply with California Labor Code section
 18 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

19 97. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
 20 with this section, pursuant to California Labor Code section 226(g).

21 **EIGHTH CAUSE OF ACTION**

22 **(Violation of California Labor Code § 227.3)**

23 **(Against All Defendants)**

24 98. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
 25 every allegation set forth above.

26 99. California Labor Code § 227.3 affirms "whenever a contract of employment or
 27 employer policy provides for paid vacations, and an employee is terminated without having taken

1 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
 2 accordance with such contract of employment or employer policy respecting eligibility or time
 3 served.”

4 100. Defendants’ failure to pay Class Members unused and accrued vested vacation
 5 time at the time of the Class Members’ separation from employment with Defendants violates
 6 Labor Code § 227.3.

7 101. As a direct and proximate result of Defendants’ conduct, Plaintiff and similarly
 8 situated Class Members have suffered substantial losses according to proof, as well as pre-
 9 judgment interest, costs, and attorneys’ fees pursuant to statute and applicable law.

10 **NINTH CAUSE OF ACTION**

11 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

12 **(Against All Defendants)**

13 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
 14 every allegation set forth above.

15 103. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
 16 unlawful, and harmful to Plaintiff and the Class, to the general public, and Defendants’
 17 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
 18 within the meaning of Code of Civil Procedure section 1021.5.

19 104. Defendants’ activities as alleged herein are violations of California law, and
 20 constitute unlawful business acts and practices in violation of California Business & Professions
 21 Code section 17200, *et seq.*

22 105. A violation of California Business & Professions Code section 17200, *et seq.* may
 23 be predicated on the violation of any state or federal law. In this instant case, Defendants’ policies
 24 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
 25 paying them proper compensation violate California Labor Code sections 510 and 1198.
 26 Additionally, Defendants’ policies and practices of requiring employees, including Plaintiff and
 27 the Class, to work through their meal and rest periods without paying them proper compensation

1 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
 2 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
 3 sections 201, 202, 203, and 204.

4 106. Defendants also violated California Labor Code sections 221, 226(a), 510,
 5 1174(d), 1194, 1197, 1197.1, and 227.3.

6 107. As a result of the herein described violations of California law, Defendants
 7 unlawfully gained an unfair advantage over other businesses.

8 108. Plaintiff and the Class have been personally injured by Defendants' unlawful
 9 business acts and practices as alleged herein, including but not necessarily limited to the loss of
 10 money and/or property.

11 109. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
 12 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants
 13 during a period that commences four years prior to the filing of this Complaint; an award of
 14 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable
 15 laws; and an award of costs.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
 18 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
 19 as follows:

20 **Class Certification**

21 1. That this Action be certified as a class action;
 22 2. That Plaintiff be appointed as the representative of the Class;
 23 3. That counsel for Plaintiff be appointed as Class Counsel; and
 24 4. That Defendants provide to Class Counsel immediately the names and most
 25 current/last known contact information (address, e-mail, and telephone numbers) of all Class
 26 Members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7;

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
2 periods to Plaintiff and the Class;

3 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
4 each employee's regular rate of compensation for each workday that a rest period was not
5 provided;

6 19. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 20. For premium wages pursuant to California Labor Code section 226.7;

9 21. For pre-judgment interest on any unpaid wages from the date such amounts were
10 due; and

11 22. For such other and further relief as the Court may deem just and proper.

12 **As to the Fourth Cause of Action**

13 23. That the Court declare, adjudge, and decree that Defendants violated California
14 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
15 Plaintiff and the Class;

16 24. For general unpaid wages and such general and special damages as may be
17 appropriate;

18 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
19 Plaintiff and the Class in the amount as may be established according to proof at trial;

20 26. For pre-judgment interest on any unpaid compensation from the date such amounts
21 were due;

22 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Labor Code section 1194(a);

24 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

25 29. For such other and further relief as the Court may deem just and proper.

26 **As to the Fifth Cause of Action**

27 30. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
2 time of termination of the employment of Plaintiff and other Class Members no longer employed
3 by Defendants;

4 31. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 32. For statutory wage penalties pursuant to California Labor Code section 203 for
7 Plaintiff and other Class Members who have left Defendants' employ;

8 33. For pre-judgment interest on any unpaid compensation from the date such amounts
9 were due; and

10 34. For such other and further relief as the Court may deem just and proper.

11 **As to the Sixth Cause of Action**

12 35. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
14 California Labor Code section 204 to Plaintiff and the Class;

15 36. For statutory penalties pursuant to California Labor Code section 210; and

16 37. For such other and further relief as the Court deems just and proper.

17 **As to the Seventh Cause of Action**

18 38. That the Court declare, adjudge, and decree that Defendants violated the record
19 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
20 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
thereto;

22 39. For actual, consequential and incidental losses and damages, according to proof;

23 40. For statutory penalties pursuant to California Labor Code section 226(e); and

24 41. For such other and further relief as the Court may deem just and proper.

25 **As to the Eighth Cause of Action**

26 42. That the Court declare, adjudge, and decree that Defendants violated California
27 Labor Code sections 227.3, 201, 202, and 203 by failing to pay Plaintiff and the other class

1 members for all vested and unpaid vacation wages;

2 43. For vested unpaid vacation wages and penalties according to proof;

3 44. For all interest on wages owed;

4 45. For all reasonable attorneys' fees and costs recoverable by law; and

5 46. For such other and further relief as the Court may deem just and proper.

6 **As to the Ninth Cause of Action**

7 47. That the Court declare, adjudge, and decree that Defendants violated California
8 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class
9 all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff
10 and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay
11 Plaintiff's and other Class Members' wages timely as required by California Labor Code section
12 201, 202, and 204 and by violating California Labor Code sections 226(a), 227.3, and 1174(d);

13 48. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment
14 interest from the day such amounts were due and payable;

15 49. For the appointment of a receiver to receive, manage and distribute any and all
16 funds disgorged from Defendants and determined to have been wrongfully acquired by
17 Defendants as a result of violation of California Business and Professions Code sections 17200,
18 *et seq.*;

19 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Code of Civil Procedure section 1021.5;

21 51. For injunctive relief to ensure compliance with this section, pursuant to California
22 Business and Professions Code sections 17200, *et seq.*; and

23 52. For such other and further relief as the Court may deem just and proper.

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2 Dated: February 7, 2025

PROTECTION LAW GROUP, LLP

3
4 By:



5 Brendan J. Burton
6 Shadi Sahebghalam
7 *Attorneys for Plaintiff*
8 JOSEPH CHRISTOPHER BARBOUR

1
DEMAND FOR TRIAL BY JURY

2 Plaintiff demands a trial by jury as to all causes of action triable by a jury.

3
4
5 Dated: February 7, 2025

PROTECTION LAW GROUP, LLP

6
7 By: _____



8 Brendan J. Burton
9 Shadi Sahebghalam
10 *Attorneys for Plaintiff*
11 JOSEPH CHRISTOPHER BARBOUR

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Brendan J. Burton (323495); Shadi Sahebghalam (343403) PROTECTION LAW GROUP, LLP; 149 Sheldon Street, El Segundo, CA 90245		FOR COURT USE ONLY
TELEPHONE NO.: (424) 290-3095 FAX NO.: (866) 264-7880 EMAIL ADDRESS: brendan@protectionlawgroup.com ; shadi@protectionlawgroup.com ATTORNEY FOR (Name): Plaintiff, JOSEPH CHRISTOPHER BARBOUR		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA		
STREET ADDRESS: 725 Court Street		
MAILING ADDRESS:		
CITY AND ZIP CODE: Martinez 94553		
BRANCH NAME: Wakefield Taylor Courthouse		
CASE NAME: Joseph Christopher Barbour v. Cannon Cochran Management Services, Inc., et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded demanded exceeds \$35,000) (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: C25-00410
		JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
<input type="checkbox"/> Auto (22)	<input type="checkbox"/> Breach of contract/warranty (06)	<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Rule 3.740 collections (09)	<input type="checkbox"/> Construction defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	<input type="checkbox"/> Other collections (09)	<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Asbestos (04)	<input type="checkbox"/> Insurance coverage (18)	<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Product liability (24)	<input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Medical malpractice (45)	Real Property	<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14)	Enforcement of Judgment
Non-PI/PD/WD (Other) Tort	<input type="checkbox"/> Wrongful eviction (33)	<input type="checkbox"/> Enforcement of judgment (20)
<input type="checkbox"/> Business tort/unfair business practice (07)	<input type="checkbox"/> Other real property (26)	Miscellaneous Civil Complaint
<input type="checkbox"/> Civil rights (08)	Unlawful Detainer	<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Defamation (13)	<input type="checkbox"/> Commercial (31)	<input type="checkbox"/> Other complaint (not specified above) (42)
<input type="checkbox"/> Fraud (16)	<input type="checkbox"/> Residential (32)	Miscellaneous Civil Petition
<input type="checkbox"/> Intellectual property (19)	<input type="checkbox"/> Drugs (38)	<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Professional negligence (25)	Judicial Review	<input type="checkbox"/> Other petition (not specified above) (43)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Asset forfeiture (05)	
Employment	<input type="checkbox"/> Petition re: arbitration award (11)	
<input type="checkbox"/> Wrongful termination (36)	<input type="checkbox"/> Writ of mandate (02)	
<input checked="" type="checkbox"/> Other employment (15)	<input type="checkbox"/> Other judicial review (39)	

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Nine (9)

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 10, 2025

Brendan J. Burton

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–
Physicians & Surgeons

Other Professional Health Care
Malpractice

Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD
(e.g., assault, vandalism)

Intentional Infliction of

Emotional Distress

Negligent Infliction of

Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)

Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)

Defamation (e.g., slander, libel) (13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice
(*not medical or legal*)

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

CASE TYPES AND EXAMPLES**Contract**

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open
book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or
foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court
Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award
(*not unpaid taxes*)
Petition/Certification of Entry of
Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint
Case (*non-tort/non-complex*)
Other Civil Complaint
(*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate
Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse
 725 Court Street
 Martinez CA 94553
 925-608-1000
www.cc-courts.org



K. Bieker
 Court Executive Officer

CASE NAME: JOSEPH BARBOUR VS. CANNON COCHRAN MANAGEMENT SERVICES, INC., A DELAWARE CORPORATION	CASE NUMBER: C25-00410
NOTICE OF ASSIGNMENT TO DEPARTMENT 39 FOR CASE MANAGEMENT DETERMINATION	
<p>THIS FORM, A COPY OF THE NOTICE TO DEFENDANTS, THE ADR INFORMATION SHEET, AND A BLANK CASE MANAGEMENT STATEMENT ARE TO BE SERVED UPON ALL OPPOSING PARTIES, ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT.</p> <p>1. THIS MATTER HAS BEEN ASSIGNED TO Department 39, Judge EDWARD G WEIL PRESIDING, FOR ALL PURPOSES; DEPARTMENT 39 IS DESIGNATED AS THE COMPLEX LITIGATION DEPARTMENT OF THE COURT AND AS SUCH (a) HEARS ALL CASES WHEREIN A DESIGNATION OF COMPLEX CASE HAS BEEN MADE AND (b) CONDUCTS HEARINGS, IN CASES THAT THIS COURT DETERMINES, ON A PRELIMINARY BASIS MAY BE COMPLEX, TO DETERMINE WHETHER THE CASE SHOULD REMAIN IN THE COMPLEX LITIGATION PROGRAM.</p> <p>2. ALL COUNSEL ARE REQUIRED TO APPEAR IN DEPARTMENT 39 ON 06/16/2025 AT 8:30 AM</p> <p>a) IF THE CASE HAS BEEN DESIGNATED AS COMPLEX, AND NO COUNTER DESIGNATION HAS BEEN FILED, THE COURT WILL HOLD ITS FIRST CASE MANAGEMENT CONFERENCE AT THAT TIME.</p> <p>b) IF THE CASE HAS BEEN ASSIGNED TO DEPARTMENT 39 ON A PRELIMINARY BASIS THE COURT WILL HOLD A HEARING TO DETERMINE IF THE MATTER IS, OR IS NOT, COMPLEX. IF THE MATTER IS DETERMINED TO BE COMPLEX, THE COURT WILL THEN PROCEED WITH THE FIRST CASE MANAGEMENT CONFERENCE.</p> <p>3. EACH PARTY SHALL FILE AND SERVE A CASE MANAGEMENT CONFERENCE STATEMENT FIVE (5) DAYS BEFORE THIS HEARING AND BE PREPARED TO PARTICIPATE EFFECTIVELY IN THE CONFERENCE, INCLUDING BEING THOROUGHLY FAMILIAR WITH THE CASE AND ABLE TO DISCUSS THE SUITABILITY OF THE CASE FOR PRIVATE MEDIATION, ARBITRATION OR THE USE OF A SPECIAL MASTER OR REFEREE.</p> <p>4. PRIOR TO THE CONFERENCE COUNSEL FOR PLAINTIFF SHALL MEET AND CONFER WITH COUNSEL FOR EACH OTHER PARTY IN AN EFFORT TO PRECISELY DEFINE THE ISSUES IN THE CASE, DISCUSS THE POSSIBILITY OF EARLY MEDIATION, THE IDENTITIES OF POSSIBLE OTHER PARTIES, AND THEIR RESPECTIVE PLANS FOR DISCOVERY.</p> <p>5. UNTIL THE TIME OF THE CONFERENCE THE FOLLOWING INTERIM ORDERS SHALL BE IN EFFECT:</p> <p>a) PLAINTIFF SHALL DILIGENTLY PROCEED IN LOCATING AND SERVING EACH AND EVERY DEFENDANT. IT IS THE COURT'S INTENTION THAT EACH PARTY BE SERVED IN SUFFICIENT TIME TO HAVE ENTERED AN APPEARANCE WITHIN THE TIME ALLOWED BY LAW AND TO ATTEND THE FIRST CONFERENCE.</p> <p>b) ALL DISCOVERY SHALL BE STAYED EXCEPTING AS ALL PARTIES TO THE ACTION MIGHT OTHERWISE STIPULATE OR THE COURT OTHERWISE ORDER.</p> <p>c) NO PARTY SHALL DESTROY ANY WRITING OR OTHER EVIDENCE IN ITS POSSESSION OR UNDER ITS CONTROL WHICH BEARS IN ANY WAY UPON THE MATTERS WHICH ARE THE SUBJECT OF THIS LITIGATION.</p> <p>d) WITHIN THE TIME FOR ANY PARTY TO FILE AN ANSWER OR DEMURRER SUCH PARTY MAY ALTERNATIVELY FILE A NOTICE OF GENERAL APPEARANCE. IN SUCH EVENT THE TIME FOR FILING OF AN ANSWER OR DEMURRER SHALL BE EXTENDED TO TWENTY (20) DAYS FOLLOWING THE FIRST CONFERENCE UNLESS THE COURT SHALL, AT THAT TIME, SET A DIFFERENT SCHEDULE.</p> <p>e) COUNSEL FOR EACH PARTY SHALL DO A CONFLICT CHECK TO DETERMINE WHETHER SUCH COUNSEL MIGHT HAVE A POSSIBLE CONFLICT OF INTEREST AS TO ANY PRESENT OR CONTEMPLATED FUTURE PARTY.</p>	
BY ORDER OF THE COURT	

Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse
725 Court Street
Martinez CA 94553
925-608-1000
www.cc-courts.org



K. Bieker
Court Executive Officer

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY

I DECLARE UNDER PENALTY OF PERJURY THAT I AM NOT A PARTY TO THE WITHIN ACTION OR PROCEEDING; THAT ON THE DATE BELOW INDICATED, I SERVED A COPY OF THE FOREGOING NOTICE BY DEPOSITING SAID COPY ENCLOSED IN A SEALED ENVELOPE WITH POSTAGE THEREON FULLY PREPAID IN THE UNITED STATES MAIL AT MARTINEZ, CA AS INDICATED ABOVE.

DATE: 2/19/2025

BY: C. JACALA DEPUTY CLERK

NOTICE OF HEARING HAS BEEN PRINTED FOR THE FOLLOWING ATTORNEYS/FIRMS OR PARTIES FOR
CASE NUMBER: C25-00410 ON 2/19/2025:

BRENDAN J BURTON
149 SHELDON ST
EL SEGUNDO CA 90245

1 BRENDAN J. BURTON, SBN 323495
brendan@protectionlawgroup.com
2 SHADI SAHEBGHALAM, SBN 343403
shadi@protectionlawgroup.com
3 **PROTECTION LAW GROUP, LLP**
4 149 Sheldon Street
5 El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

6 *Attorneys for Plaintiff*
7 JOSEPH CHRISTOPHER BARBOUR

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF CONTRA COSTA**

10 JOSEPH CHRISTOPHER BARBOUR,
11 individually and on behalf of others similarly
situated,

12 Plaintiff,

13 vs.

14 CANNON COCHRAN MANAGEMENT
15 SERVICES, INC., a Delaware corporation;
AMERICAN ZURICH INSURANCE
16 COMPANY, an Illinois corporation; and
DOES 1 through 50, inclusive,

17 Defendants.

18 Case No.:

19 **PLAINTIFF JOSEPH CHRISTOPHER
20 BARBOUR'S NOTICE OF POSTING JURY
21 FEES**

1
2 **TO ABOVE-ENTITLED COURT, THE CLERK THEREOF, AND TO ALL PARTIES**
3 **AND THEIR COUNSEL OF RECORD:**

4 **NOTICE IS HEREBY GIVEN** that Plaintiff JOSEPH CHRISTOPHER BARBOUR,
5 individually and on behalf of others similarly situated, hereby deposits jury fees in the above-
6 captioned case in the amount of One Hundred Fifty Dollars (\$150.00) pursuant to Code of Civil
7 Procedure Section 631(b).

8
9 Dated: February 10, 2025

PROTECTION LAW GROUP, LLP

10
11 By:



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28
Brendan J. Burton
Shadi Sahebghalam
Attorneys for Plaintiff
JOSEPH CHRISTOPHER BARBOUR

1 Jeffrey M. Cohon (California State Bar No. 131431)
 2 Peter E. Garrell (California State Bar No. 155177)
 3 Gabriela S. Gershfeld (California State Bar No. 327816)
GARRELL COHON KENNEDY, LLP
 4 550 S. Hope Street, Suite 460
 Los Angeles, California 90071
 Tel: (213) 647-0730 | Fax: (213) 647-0732
 Email: jcohon@gckllp.com
 Email: pgarrell@gckllp.com
 Email: ggershfeld@gckllp.com

7 *Attorneys for Defendants*
 CANNON COCHRAN MANAGEMENT SERVICES, INC.
 and AMERICAN ZURICH INSURANCE COMPANY

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **COUNTY OF CONTRA COSTA**

11 JOSEPH CHRISTOPHER BARBOUR,) Case No. C25-00410
 12 individually and on behalf of others similarly
 13 situated,

) **CLASS ACTION**

)

14 Plaintiff,

) *Assigned for all purposes to the Honorable*
 15) *Edward G. Weil – Department 39*

)

16 vs.

) **ANSWER OF DEFENDANTS CANNON**
 17 **CANNON COCHRAN MANAGEMENT SERVICES, INC., a Delaware corporation;) COCHRAN MANAGEMENT SERVICES, INC. AND AMERICAN ZURICH**
 18 **AMERICAN ZURICH INSURANCE COMPANY TO PLAINTIFF**
 19 **COMPANY, an Illinois corporation; and DOES) JOSEPH CHRISTOPHER BARBOUR'S**
 1 through 50, inclusive,

) **COMPLAINT**

)

20 Defendants.

)

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21
 22 Defendants CANNON COCHRAN MANAGEMENT SERVICES, INC. and AMERICAN
 23 ZURICH INSURANCE COMPANY (“Defendants”), for themselves alone, answers and otherwise
 24 responds to the unverified Complaint of Plaintiff JOSEPH CHRISTOPHER BARBOUR
 25 (“Plaintiff”) as follows:

26 Pursuant to the provisions of California *Code of Civil Procedure*, Section 431.30(d),
 27 Defendants deny generally and specifically each and every allegation of the Complaint, and the
 28 whole thereof, including each and every purported cause of action contained therein.

Further answering the Complaint, Defendants deny that Plaintiff has sustained or will sustain any injury, damage, or loss by reason of any act or omission on the part of Defendants or their agents.

FIRST AFFIRMATIVE DEFENSE

The allegations of the Complaint, and each and every purported cause of action contained therein, fail to allege facts sufficient to state a cause of action against Defendants.

SECOND AFFIRMATIVE DEFENSE

The Complaint, and each and every alleged cause of action contained therein, is barred by each and every applicable statute of limitations, including, but not limited to, California *Code of Civil Procedure* Sections 204, 335.1, 337 subd. (1), 338, 339 subd. (1), 340, 340(a) and 343.

THIRD AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint, and to each cause of action contained therein, Defendants allege that each purported cause of action alleged is uncertain.

FOURTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint, and to each cause of action contained therein, Defendants allege that Plaintiff is not entitled to penalties.

FIFTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff has not suffered an injury in fact and/or lost money or property as a result of any alleged conduct.

SIXTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff's claims are barred or must be reduced by the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff has failed to make reasonable efforts to mitigate the alleged damages he claims to have suffered.

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EIGHTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Defendants' actions with respect to the subject matters alleged in the Complaint were undertaken in good faith, in the absence of intent to injure Plaintiff, constituted lawful, proper acts and/or were privileged pursuant to California law.

NINTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff's claims are barred or limited based on judicial estoppel and inconsistent positions taken by Plaintiff.

TENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that without conceding that any act of Defendants caused damage to the Plaintiff or any other person in any respect, Defendants are entitled to offset and recoup against any judgment that may be entered for the Plaintiff for all obligations of the Plaintiff owing to Defendants.

ELEVENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that as a result of the acts and omissions in the matters relevant to this Complaint, Plaintiff has unclean hands and is therefore barred from asserting any claims against Defendants.

TWELFTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff's claims are barred or must be reduced by the doctrine of consent.

THIRTEENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff's claims are barred or must be reduced by the doctrine of waiver.

FOURTEENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff's claims are barred or must be reduced by the doctrine of estoppel.

FIFTEENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint, and to each cause of action contained therein, Defendants allege that the after-acquired evidence bars and/or limits the amount of damages Plaintiff can recover on his claims, if any.

SIXTEENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that public policy considerations bar the claims in Plaintiff's Complaint.

SEVENTEENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff's claims are barred or must be reduced by the doctrine of avoidable consequences.

EIGHTEENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Complainant is not an adequate class representative.

NINETEENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that the Complaint fails to properly state a claim for attorney's fees.

TWENTIETH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that the Complaint fails to properly state a claim for injunctive relief.

///

TWENTY-FIRST AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff is not entitled to equitable relief as he has an adequate remedy at law.

TWENTY-SECOND AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Plaintiff's claims are barred by the doctrine of res judicata and/or collateral estoppel.

TWENTY-THIRD AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff is exempt from California state laws and regulations pertaining to the payment of overtime wages.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff is exempt from California state laws and regulations requiring employers to furnish meal periods.

///

TWENTY-FIFTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff is exempt from California state laws and regulations requiring employers to furnish paid rest periods.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff was timely paid all wages, but in any event, Plaintiff is not entitled to waiting time penalties under California Labor Code section 203, as any alleged failure to pay wages allegedly due Plaintiff in a timely manner was not harmful, deliberate or willful within the meaning of the statute.

///

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff has not suffered an injury in fact and/or lost money or property as a result of any alleged unlawful business practices or the manner in which Defendants provided Plaintiff with wage statements or maintained wage statements.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that the exceptions to California Labor Code Section 226 set forth in California Labor Code Section 226 (j) apply.

TWENTY-NINTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that to the extent Plaintiff seeks statutory penalties for alleged willful failure to comply with the requirements of the California Labor Code, such penalties are barred or must be reduced because Defendants did not willfully, knowingly, and intentionally violate the requirements of California Labor Code Section 226(a) or any other Labor Code Section.

THIRTIETH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that the Complaint and every cause of action set forth therein cannot be maintained because, without admitting any that violation took place, Defendants allege that any alleged violation of the California Labor Code or of a Wage Order of the Industrial Welfare Commission was an act or omission made in good faith, and that in any participation in such acts, Defendants had reasonable grounds for believing that the act or omission was not a violation of the California Labor Code or of a Wage Order of the Industrial Welfare Commission.

THIRTY-FIRST AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that to the extent Plaintiff seeks to recover penalties, they are the equivalent of unlawful punitive damages and cannot be recovered.

///

THIRTY-SECOND AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants allege that Plaintiff has not suffered any losses and that Defendants have not been unjustly enriched as a result of any action or inaction by Defendants. Therefore, Plaintiff is not entitled to any restitution.

THIRTY-THIRD AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint, and to each cause of action contained therein, Defendants allege that they did not fail to provide meal periods or rest breaks pursuant to the Labor Code, applicable Wage Orders issued by the Industrial Welfare Commission, or any other basis.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint, and to each cause of action contained therein, Defendants allege that Plaintiff was not suffered or permitted to work during any time for which he was not paid the appropriate wage rate.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint, and to each cause of action contained therein, Defendants allege that, to the extent Plaintiff claims that he is entitled to pay for time they spent working or working overtime, such time was *de minimis*.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint, and to each cause of action contained therein, Defendants allege that Plaintiff lacks standing and suffered no damage to pursue a claim for unfair competition.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

As a separate and distinct affirmative defense to the Complaint and to each cause of action contained therein, Defendants state that Plaintiff is not a California employee.

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 550 S. Hope Street, Suite 460, Los Angeles, California 90071.

On March 24, 2025, I served the within document(s) described as: **ANSWER OF DEFENDANTS CANNON COCHRAN MANAGEMENT SERVICES, INC. AND AMERICAN ZURICH INSURANCE COMPANY TO PLAINTIFF JOSEPH CHRISTOPHER BARBOUR'S COMPLAINT** on the interested parties in this action as stated below:

*Attorneys for Plaintiff Joseph Christopher Barbour,
an individual and on behalf of himself and all others
similarly situated*

Brendan J. Burton
Email: brendan@protectionlawgroup.com
Shadi Sahebghalam
shadi@protectionlwggroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: 424 290-3095
Facsimile: 866 264-7880

■ BY ELECTRONIC MAIL: I caused said document(s) to be transmitted electronically to the email address(es) listed above.

BY MAIL: By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth above. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 24, 2025, at Los Angeles, California.

Kaitlyn Corral
(Type or print name)

/s/ *Kaitlyn Corral*

EXHIBIT D



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: BA20242245921

Date Filed: 12/22/2024

Entity Details			
Corporation Name	CANNON COCHRAN MANAGEMENT SERVICES, INC.		
Entity No.	2405532		
Formed In	DELAWARE		
Street Address of Principal Office of Corporation			
Principal Address	2 E MAIN ST. STE. 208 208 DANVILLE, IL 61832		
Mailing Address of Corporation			
Mailing Address	3510 NORTH CAUSEWAY BLVD, SUITE 400 METAIRIE, LA 70002		
Attention	Michael Cameron		
Street Address of California Office of Corporation			
Street Address of California Office	None		
Officers			
Officer Name	Officer Address	Position(s)	
GEORGE BRYAN THOMAS	2 EAST MAIN STREET DANVILLE, IL 61832	Chief Executive Officer	
Rodney Joseph Golden	2 East Main Street Danville, IL 61832	Secretary	
John Edward Kluth II	2 East Main Street Danville, IL 61832	Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
None Entered			
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
California Registered Corporate Agent (1505)		C T CORPORATION SYSTEM Registered Corporate 1505 Agent	
Type of Business			
Type of Business		Insurance Services	
Email Notifications			
Opt-in Email Notifications		Yes, I opt-in to receive entity notifications via email.	
Labor Judgment			

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Rodney J Golden

Signature

12/22/2024

Date

EXHIBIT E



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: BA20250044016

Date Filed: 1/7/2025

Entity Details			
Corporation Name	AMERICAN ZURICH INSURANCE COMPANY		
Entity No.	1239016		
Formed In	ILLINOIS		
Street Address of Principal Office of Corporation			
Principal Address	1299 ZURICH WAY SCHAUMBURG, IL 60196		
Mailing Address of Corporation			
Mailing Address	1299 ZURICH WAY SCHAUMBURG, IL 60196		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	None		
Officers			
Officer Name	Officer Address	Position(s)	
KRISTOF TERRYN	1299 ZURICH WAY SCHAUMBURG, IL 60196	Chief Executive Officer	
Laura Lazarczyk	1299 Zurich Way Schaumburg, IL 60196	Secretary	
+ James Bracken	1299 ZURICH WAY SCHAUMBURG, IL 60196	Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
Barry Perkins	1299 ZURICH WAY SCHAUMBURG, IL 60196	Vice President	
Aaron Beharelle	1299 ZURICH WAY SCHAUMBURG, IL 60196	Vice President	
Heather Fox	FOUR WORLD TRADE CENTER 150 GREENWICH STREET NEW YORK, NY 10007	Vice President	
Paul Lavelle	1299 ZURICH WAY SCHAUMBURG, IL 60196	Vice President	
Jason Meador	1299 ZURICH WAY SCHAUMBURG, IL 60196	Vice President	
Keith Daly	1299 ZURICH WAY SCHAUMBURG, IL 60196	Vice President	
+ Al Crook	1299 ZURICH WAY SCHAUMBURG, IL 60196	Vice President	
+ Robert Daniel	1299 ZURICH WAY SCHAUMBURG, IL 60196	Treasurer	

Directors	
Director Name	Director Address
None Entered	
The number of vacancies on Board of Directors is: 0	
Agent for Service of Process	
California Registered Corporate Agent (1505)	CSC - LAWYERS INCORPORATING SERVICE Registered Corporate 1505 Agent
Type of Business	
Type of Business	INSURANCE COMPANY
Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment	
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Laura Lazarczyk</i> <hr/> Signature	01/07/2025 <hr/> Date

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 550 S. Hope Street, Suite 460, Los Angeles, California 90071.

On March 24, 2025, I served the within document(s) described as: **NOTICE OF REMOVAL OF CIVIL ACTION TO THE UNITED STATES DISTRICT COURT** on the interested parties in this action as stated below:

*Attorneys for Plaintiff Joseph Christopher Barbour,
an individual and on behalf of himself and all others
similarly situated*

Brendan J. Burton
Email: brendan@protectionlawgroup.com
Shadi Sahebghalam
Email: shadi@protectionlwgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: 424 290-3095
Facsimile: 866 264-7880

■ BY ELECTRONIC MAIL: I caused said document(s) to be transmitted electronically to the email address(es) listed above.

BY MAIL: By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth above. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 24, 2025, at Los Angeles, California.

Shea Nelson
(Type or print name)

/s/ *Shea Nelson*

(Signature)